

**UTILITY EASEMENT**

THIS INDENTURE, made this 20 day of ~~August~~ <sup>September</sup>, 2017, by and between LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, (hereinafter "Grantor"), and KENTUCKY-AMERICAN WATER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Kentucky, having an office for the transaction of business at 2300 Richmond Road, Lexington, KY 40502 (hereinafter "Grantee").

**WITNESSETH**

The Grantor, in consideration of the covenants and agreements hereinafter recited and the sum of Two Thousand Two Hundred Dollars (\$2,200.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, give, grant and convey unto the Grantee, its successors and assigns, forever, an easement in, under, across and over the real estate of the Grantor, situated in Fayette County, Kentucky, more particularly described on Exhibit A and as shown on the sketch, Exhibit B, both attached hereto and made a part hereof, for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying and adding to from time to time water pipe or pipes, together with all necessary fittings, valves, hydrants, meters, appurtenances and attached facilities, including service lines of its customers, service pipes and laterals and connections for the transmission and distribution of water.

Together with the right to the Grantee, its successors and assigns, to use reasonable additional space adjacent to the above described easement as may be required during the periods of construction and maintenance to (i) enter in and upon the real estate described above with men and machinery, vehicles and material at any and all times for the purpose of installing, maintaining, repairing, renewing or adding to the aforesaid water pipe lines and attached facilities, (ii) remove trees, bushes, undergrowth and other obstructions interfering with the activities authorized herein, and (iii) for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

Return to:  
LFUCG, Dept. of Law, 11<sup>th</sup> Floor  
200 East Main Street  
Lexington, Kentucky 40507

DTC

The right of the Grantor to freely use and enjoy its interest in the real estate is reserved to Grantor, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of Grantee's water pipe lines and attached facilities, except that no building, structure or similar improvements shall be erected within said easement, nor shall the grade or ground cover over Grantee's facilities be substantially altered, without the consent of the Grantee. Notwithstanding the foregoing, no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the said water pipes except pipes crossing same at right angles, in which latter case, a minimum distance of two (2) feet shall be maintained between the pipes. All sewer pipe shall be laid below the water pipes. No excavation or blasting shall be carried on which in any way endangers or might endanger the water pipe lines and attached facilities.

TO HAVE AND TO HOLD the above granted easement unto the same Grantee, its successors and assigns forever.

The Grantee agrees, by the acceptance of this easement that, upon any opening made in connection with any of the purposes of this easement, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that Grantee shall not be obligated to restore landscaping, other than reseeding any grass which was removed upon entry, all such work to be done at the expense of the Grantee.

Grantor warrants and will defend title to said easement during its existence with Grantee, its successors and assigns, for the use and benefit against all parties whomsoever. Grantor acquired title to said real estate on which the easement is located by deed recorded in Deed Book 1920, Page 421 in the Office of the Fayette County Clerk, Fayette County, Kentucky.

(Municipality)

CITY OF Lexington \*

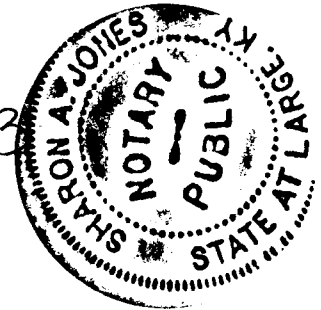
BY [Signature] Mayor Jim Gray  
[Signature] City Clerk Maureen Miller

STATE OF Kentucky )  
COUNTY OF Fayette ) SS

On this 20<sup>th</sup> day of September, 2017, before me, a Notary Public in and for said County and State, personally appeared Jim Gray, Mayor of the City of Lexington \* and the foregoing instrument was signed in behalf of the City of Lexington \* by authority of Resolution 542-2017 passed September 14, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year ~~last~~ above written 20-September-2017.

[Signature] #547793  
Notary Public



My commission expires: 28-Dec-2019

This Instrument Was Prepared By:  
Lindsey W. Ingram III  
Stoll Keenon Ogden PLLC  
300 W. Vine St. Suite 2100  
Lexington, KY 40507

[Signature]

Reasonable care has been taken to redact any Social Security Numbers in this document.  
When recorded please return to Tobey Adams, Kentucky-American Water Company, 2300 Richmond Road, Lexington, KY 40502

\* aka Lexington - Fayette Urban County Government

**20' PERMANENT KAW EASEMENT &  
20' TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION  
FOR KENTUCKY AMERICAN WATER  
ON THE PROPERTY OF L.F.U.C.G.  
1350 PLEASANT RIDGE DRIVE  
LEXINGTON, FAYETTE COUNTY, KENTUCKY**

**20' PERMANENT EASEMENT**

**BEGINNING** at the common corner of LFUCG (1350 Pleasant Ridge Drive, DB 1920, Pg 421) and LFUCG (1384 Pleasant Ridge Drive, DB 2648, Pg 673), said point being in the Pleasant Ridge Drive east right of way; thence leaving said 1384 Pleasant Ridge Drive and with said Pleasant Ridge Drive east right of way, South 02°18'17" East, 14.55 feet to the **TRUE POINT OF BEGINNING**; thence leaving said Pleasant Ridge Drive east right of way for three (3) new lines through the lands of said 1350 Pleasant Ridge Drive:

- 1) North 87°59'38" East, 19.50 feet to a point,
- 2) South 82°11'58" East, 378.50 feet to a point,
- 3) North 65°44'44" East, 20.73 feet to a point in the line with said 1384 Pleasant Ridge Drive;

Thence with said 1384 Pleasant Ridge Drive, South 82°11'58" East, 33.65 feet to a point in the Interstate 75 west right of way; thence leaving said 1384 Pleasant Ridge Drive and with said Interstate 75 west right of way, South 11°20'06" East, 2.19 feet to a point; thence leaving said Interstate 75 west right of way for three (3) new lines through the lands of said 1350 Pleasant Ridge Drive:

- 1) South 65°44'44" West, 54.50 feet to a point,
- 2) North 82°11'58" West, 382.53 feet to a point,
- 3) South 87°59'38" West, 17.68 feet to a point in said Pleasant Ridge Drive east right of way;

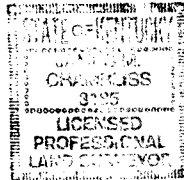
Thence with said Pleasant Ridge Drive east right of way, North 02°18'17" West, 20.00 feet to the **TRUE POINT OF BEGINNING**, containing 8,769 square feet or 0.20 acre more or less.

**20' TEMPORARY CONSTRUCTION EASEMENT**

**BEGINNING** at the common corner of LFUCG (1350 Pleasant Ridge Drive, DB 1920, Pg 421) and LFUCG (1384 Pleasant Ridge Drive, DB 2648, Pg 673), said point being in the Pleasant Ridge Drive east right of way; thence leaving said 1384 Pleasant Ridge Drive and with said Pleasant Ridge Drive east right of way, South 02°18'17" East, 205.20 feet to the **TRUE POINT OF BEGINNING**; thence leaving said Pleasant Ridge Drive east right of way for three (3) new lines through the lands of said 1350 Pleasant Ridge Drive:

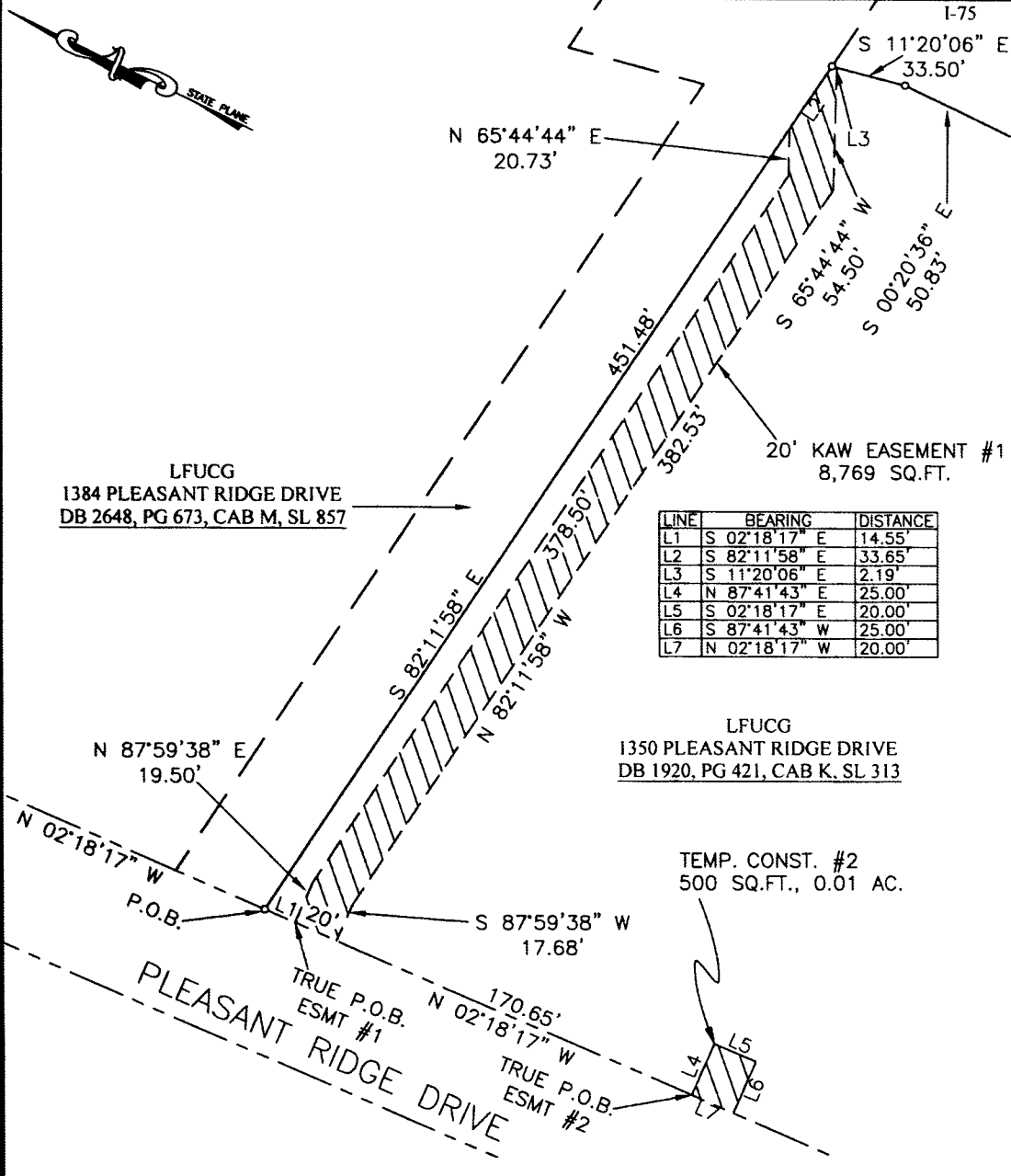
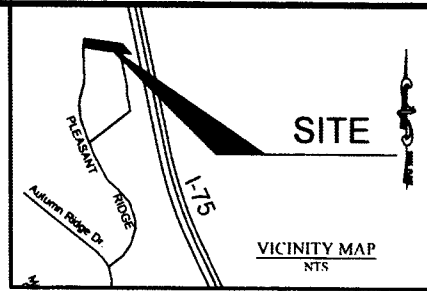
- 1) North 87°41'53" East, 25.00 feet to a point,
- 2) South 02°18'17" East, 20.00 feet to a point,
- 3) South 87°41'43" West, 25.00 feet to a point in said Pleasant Ridge Drive east right of way;

Thence with said Pleasant Ridge Drive east right of way, North 02°18'17" West, 20.00 feet to the **TRUE POINT OF BEGINNING**, containing 500 square feet or 0.01 acre more or less.

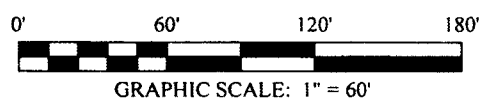


*James M. Clavel, PLS*  
3/25/17

PERMANENT 20' EASEMENT & TEMPORARY  
CONSTRUCTION EASEMENT EXHIBIT  
FOR KENTUCKY AMERICAN WATER ON THE  
LFUCG PROPERTY  
1350 PLEASANT RIDGE DRIVE  
LEXINGTON, FAYETTE COUNTY, KENTUCKY

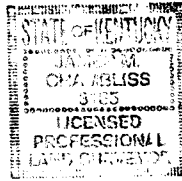


LINE	BEARING	DISTANCE
L1	S 02°18'17" E	14.55'
L2	S 82°11'58" E	33.65'
L3	S 11°20'06" E	2.19'
L4	N 87°41'43" E	25.00'
L5	S 02°18'17" E	20.00'
L6	S 87°41'43" W	25.00'
L7	N 02°18'17" W	20.00'




LAND SURVEYOR'S CERTIFICATE:  
THE PROPERTY LINES SHOWN ON THIS EASEMENT EXHIBIT ARE BASED ON DEED AND/OR RECORD PLAT DATA FROM THE FAYETTE COUNTY CLERK'S OFFICE AND HAVE NOT BEEN FIELD VERIFIED BY INTEGRATED ENGINEERING. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY AS DESCRIBED IN 201 KAR 18:150 AND INTEGRATED ENGINEERING HAS NOT PERFORMED A BOUNDARY SURVEY FOR THE PURPOSES OF THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO BE USED FOR LAND TRANSFER.

*James M. Chambliss* PLS 3/25/17  
 JAMES M. CHAMBLISS, PLS 3185 DATE



INTEGRATED ENGINEERING  
 Integrated Engineering, P.L.L.C.  
 166 Prosperous Place, Suite 220  
 Lexington, KY. 40509

I, Donald W Blevins Jr, County Court Clerk  
of Fayette County, Kentucky, hereby  
certify that the foregoing instrument  
has been duly recorded in my office.



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By: EMILY GENTRY ,dc

201709250054

September 25, 2017                      10:13:06      AM

Fees	\$26.00	Tax	\$0.00
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Total Paid	\$26.00
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7 Pages

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